

FILED IN DISTRICT COURT OKLAHOMA COUNTY

IN THE DISTRICT COURT OF OKLAHOMA COUNTY JUN 2 1 2023

Oklahoma Department of Securities ex rel. Melanie Hall, Administrator,	RICK WARREN COURT CLERK
Plaintiff,)
v.)
Premier Global Corporation et al.,)) Case No. CJ-2022-5066) Judge Don Andrews
Defendants.)))

APPLICATION TO EMPLOY ASSET SERVICING GROUP, LLC AS CONSULTANT

Eric L. Johnson (the "Receiver") in his capacity as Receiver for Premier Global Corporation; Premier Factoring, LLC; PF-2, LLC; PF-3, LLC; PF-4, LLC; PF-5, LLC; PF-6, LLC; PF-7, LLC; Premier Factoring Group, LLC; KCl Business Services, LLC; DDI Advisory Group, LLC; Steven J. Parish; and Richard Dale Dean (collectively, the "Receivership Defendants"), applies to this Court for the authority to engage Asset Servicing Group, LLC ("Consultant" or "ASG") to act as a consultant with respect to administering and sale of limited liability company interests related to life settlement interests, and in support thereof states as follows:

- 1. The receivership estate includes certain intangible property including life/viatical settlement policies and the limited liability companies which are invested in the life/viatical settlement policies (the "Life Settlement Property").
- The Receiver seeks to have ASG advise him with respect to the Life Settlement
 Property held by the Receivership Defendants.

- 3. By this Application, the Receiver requests authority to employ Moritz Roever from ASG to provide advisory services with respect to the Life Settlement Property pursuant to the Consulting Agreement attached as Exhibit A.
- 4. ASG is based in Oklahoma City, OK. It has over two decades of experience as a third-party administrator servicing policies with death benefits. Λ copy of the ASG Company Presentation which provides background on the company and its services is attached as Exhibit B.
- 5. As consideration for the services provided by ASG, the fees shall be structured as follows:

For the period from the Effective Date through December 31, 2023, the hourly rate of ASG's employees shall be \$85.00 per hour, except as hereafter designated:

Senior Policy Analysts	\$150.00
Accounting/IT rates	\$175.00
Accounting Director	\$250.00
PS Director	\$250.00
Managing Directors	\$325.00

These amounts shall be adjusted annually in accordance with the Consumer Price Index. ASG's compensation will be subject to the professional fee procedures set forth in the Receivership Order.

- 6. In the event the Receiver seeks to sell his interests in the Life Settlement Property, he and ASG reserve the right to modify or supplement this agreement, and to restructure the compensation as appropriate, upon approval by the Court.
- 7. The Declaration of Mr. Roever in Support of the Application to Employ is attached as Exhibit C. Except as otherwise stated herein or in the Declaration, ASG does not hold or represent any interest adverse to the Receiver's estate and is disinterested.

WHEREFORE, the Receiver respectfully requests that the Court enter an Order (i) authorizing the Receiver's employment of ASG as a consultant for the Receiver under the terms specified herein; (ii) granting such other and further relief as the Court deems just and proper.

Dated: June 2023

Respectfully submitted,

By: /s/ Hilary S. Allen

Hilary S. Allen, OBA.#16979 9400 N. Broadway Extension, Ste. 600 Oklahoma City, Oklahoma 73114

Phone: 405-844-9900Bell Facsimile: 405-844-9958

Email: hallen@spencerfane.com

Attorney for the Receiver

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is entered into this ____ day of _____, 2023, (the "Effective Date"), by and between Asset Servicing Group, LLC., an Oklahoma limited liability company, ("Consultant"), and Eric L. Johnson (the "Receiver") in his capacity as Receiver for Premier Global Corporation; Premier Factoring, LLC; PF-2, LLC; PF-3, LLC; PF-4, LLC; PF-5, LLC; PF-6, LLC; PF-7, LLC; Premier Factoring Group, LLC; KCI Business Services, LLC; DDI Advisory Group, LLC, Steven J. Parish, and Richard Dale Dean (collectively, the "Receivership Defendants").

RECITALS1

WHEREAS, Consultant has expertise and has developed business relationships during its tenure in the life/viatical settlements industry;

WHEREAS, the Receiver desires to retain Consultant to provide advisory services with respect to certain life/viatical settlement policies in which the Receiver has interests and whose interests were sold by the Receivership Defendants and AAA Management (the, "Policies");

WHEREAS, Consultant desires to accept such engagement in accordance with the terms and conditions as hereinafter set forth.

NOW THEREFORE, for and in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

- 1. <u>Definitions</u>. Capitalized terms not defined elsewhere in this Agreement shall have the following meanings:
- a. "Action" means any claim, action, suit, proceeding, arbitral action, governmental inquiry, criminal prosecution or other investigation, whether or not filed or commenced in any court or tribunal.
- b. Affiliate" of a specified Person means any other Person that (at the time when the determination is made) directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person. As used in the foregoing sentence, the term "control" (including, with correlative meaning, the terms "controlling," "controlled by" and "under common control with") means the power to direct the management and/or the policies of a Person, directly or indirectly, whether through the ownership of voting securities or units, by contract or otherwise.



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- c. "Consulting Fee", has the meaning given to such term in Section 3.
- d. "Consulting Services", has the meaning given to such term in Section 2 hereto.
- e. "Consulting Term" has the meaning given to such term in Section 5 hereto.
- f. "Governmental Authority" means any local, state, federal or foreign government or any agency, bureau, board, commission, court, department, political subdivision, tribunal or other instrumentality of any such government.
- g. "Law" means any law, statute, rule, regulation, ordinance, treaty and other pronouncement having the effect of law of any Governmental Authority, including without limitation, money laundering laws.
- h. "Order" means any writ, judgment, decree (including any consent decree), injunction or similar order issued, promulgated or entered by or with any Governmental Authority (in each such case whether preliminary or final).
- i. "Permit" means each license, permit, certificate of authority, authorization, approval, registration, franchise and similar consent granted or issued by any Governmental Authority.
- j. "Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, proprietorship, business or statutory trust, trust, union, association, instrumentality, Governmental Authority or other entity, enterprise, authority, unincorporated organization or business organization.
- 2. <u>Consulting Services</u>. During the Consulting Term (as hereinafter defined), the Consultant is hereby retained by the Receiver to provide advisory services with respect to the Policies, including without limitation, policy valuation and optimization, and provide other limited consulting services to the Receiver as said services relate to the Policies (the "<u>Consulting Services</u>"). The Consultant shall provide the Consulting Services, as reasonably requested by the Receiver during the term of this Agreement, at all times subject to the following:
- a. nothing in this Agreement shall require the Consultant to devote a minimum number of hours per calendar month toward the performance of the Consulting Services;
- b. the level and scope of services that may reasonably be requested hereunder shall be dependent, in part, on the amount of compensation to be paid to the Consultant by the Receiver;
- c. unless otherwise agreed to by the Consultant, all services hereunder shall be performed by the Consultant, in its sole discretion, at its principal place of business or other offices; and
- d. notwithstanding anything herein to the contrary, the Consulting Services may be performed by any employee of, or consultant to, the Consultant.

- 3. Fees. In consideration for the Consultant's performance of the Consulting Services, Receiver shall pay to Consultant fees described on Exhibit A, attached hereto and incorporated herein. The fees described in this Section 3 shall be referred to herein as the "Consulting Fees". Consultant shall invoice the Receiver on a monthly basis for the Consulting Fees. ASG shall endeavor to provide monthly fee and expense statements (the "Receivership Monthly Statements") to the Receiver by the 10th day of each month with the first monthly statement due on a date to be agreed upon by the parties. Delivery to the Receiver shall be by electronic mail at pgcreceiver@spencerfane.com with a copy to the Receiver's counsel of Record. The payment of the Consulting Fees is subject to the professional fee procedures governing the receivership.
- 4. <u>Taxes</u>; <u>Withholding</u>. If the company is in receipt of paperwork required by Law, the Consulting Fees shall not be subject to withholding or reduction for any tax; <u>further</u>, any and all taxes owed due to the law governing the location of the Receiver shall be the sole responsibility of the Receiver, regardless of whether such taxes are a direct or indirect result of Consultant providing the Consulting Services.
- 5. <u>Term.</u> The term of this Agreement will continue until terminated by one of the parties in writing (the "<u>Consulting Term</u>"). Notwithstanding any termination of this Agreement, in the event that Consultant provided any amount or degree of Consulting Services prior to such termination, the Receiver shall be obligated to pay the Consulting Fees as contemplated herein.
- 6. <u>Representations and Warranties of the Consultant</u>. The Consultant hereby represents and warrants to Receiver on and as of the date hereof that:
- a. <u>Organization and Good Standing</u>. The Consultant is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Oklahoma and has the limited liability company power and authority to own its properties and to conduct its business as such properties are currently owned and such business is presently conducted.
- b. <u>Due Qualification</u>. The Consultant has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business shall require such licenses or approvals and where the failure to so obtain such licenses and approvals will have a material adverse effect on the ability of the Consultant to perform its obligations under this Agreement.
- c. <u>Power and Authority</u>. The Consultant has full corporate power, authority and right to execute and deliver this Agreement, and to perform its obligations hereunder, and has taken all necessary limited liability company action to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder.

- d. <u>Binding Obligation</u>. This Agreement constitutes the legal, valid and binding obligations of the Consultant enforceable against the Consultant in accordance with its respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally or by general principles of equity.
- e. No Conflict. Neither the execution or delivery of this Agreement by the Consultant nor the performance by the Consultant of its obligations hereunder will (i) conflict with, result in any breach of any of the terms or provisions of, or constitute (with or without notice or lapse of time) a default under, the governing documentation of the Consultant, or (ii) conflict with or breach any of the material terms or provisions of, or constitute (with or without notice or lapse of time) a default under, any indenture, agreement or other instrument to which the Consultant is a party or by which it is bound.
- f. No Proceedings. There is no Action now pending, or to the Consultant's knowledge, threatened, against the Consultant (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement or (iii) seeking any determination or ruling that might materially and adversely affect the performance by the Consultant of its obligations under, or the validity or enforceability of, this Agreement.
- g. No Consents. Neither the execution or delivery of this Agreement by the Consultant nor the performance by the Consultant of its obligations hereunder requires to the Consultant's knowledge any consent, waiver, Permit, Order, designation or authorization of, notice to, or registration, filing, qualification or declaration with, any Governmental Authority or other Person, other than any such consent, waiver, Permit, Order, designation, authorization, notice, registration, filing, qualification or declaration (i) which has been, or will be no later than when required to be, duly made, obtained or delivered, as applicable, (ii) which the failure to make, obtain or deliver, as applicable, will not to the Consultant's knowledge, have a material adverse effect on (i) the provision of the Consulting Services hereunder or (ii) the ability of the Consultant to conduct its business or perform its obligations under this Agreement or on the earnings, business affairs or business prospects of the Consultant which is applicable as a result of any act or omission by, or the status of any fact, event or circumstance pertaining to, the Receiver and not by or to the Consultant or any of its Affiliates.
- h. <u>Compliance with Law</u>. The Consultant has not received any notice of any violation, or potential violation, of any such Law from any Governmental Authority or other Person and to the Consultant's knowledge, the Consultant conducts, and at all times has conducted, its business in compliance in all material respects with each Law applicable thereto in effect at all relevant times.
- 7. Covenant of Compliance with Laws. The Consultant shall in connection with its performance of the Consulting Services comply in all material respects with all applicable Laws. The Receiver shall in connection with the receivership comply in all material respects with all applicable Laws.

- 8. Non-Circumvention. Each party agrees to not circumvent any existing business arrangement and not pre-empt, interfere with, or improperly diminish any existing advantage of any other party signatory hereto (nor to allow or enable such circumvention or interference to occur by any third party). This includes without limitation promises not to negotiate, interfere with, circumvent, compete against, or complete business transactions, directly or indirectly, with or as to any of the Receiver or Consultant's related principals, employees, agents, clients, affiliates, customers, prospects under contract, or any other associated party, except as permitted in writing by the party that would otherwise be adversely affected by such circumvention or interference.
- 9. Independent Contractor. The relationship of the Consultant to the Receiver created by this Agreement is that of an independent contractor, and nothing contained in this Agreement shall be deemed to create an employer-employee relationship or principal-agent relationship between the Consultant and the Receiver or give the Receiver the right to control or interfere in any manner in the day-to-day business affairs of the Consultant. The Consultant shall have the sole responsibility of and control over the manner and means of providing the Consulting Services. The Consultant shall not be entitled to any benefit, right or privilege provided or made available by the Receiver to its employees under any benefit plan. The Consultant shall be directly responsible for payments to satisfy the Consultant's obligations under all federal, state and local tax laws of every kind, worker's compensation laws, disability and unemployment insurance laws and the Social Security Act with respect to its compensation received from the Receiver and any payments it may make to any other third party. The Receiver shall not withhold taxes or any other deductions from payments made to the Consultant or any other deductions from payments made to the Consultant. The Consultant agrees to report all compensation received under this Agreement to the appropriate federal, state or local taxing authorities. The Consultant further agrees to pay, when and as due, any and all taxes incurred or owed by the Consultant as a result of the compensation hereunder, including estimated taxes if applicable.
- 10. No Waiver or Amendment. No failure by either party hereto to insist upon the strict performance of any obligation, covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy available upon a breach or any subsequent breach of such obligation, covenant, agreement, term or condition, shall act as a waiver of any rights or remedies under this Agreement. No obligation, covenant, agreement, term or condition of this Agreement, and no breach of this Agreement, shall be waived, altered or modified, except by written instrument signed by the parties hereto. No waiver of any breach shall affect or alter this Agreement, but each and every obligation, covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach of this Agreement.
- 11. <u>Notices</u>. Any notice or other communication given, delivered or made hereunder shall be in writing and shall be given by (i) personal delivery, (ii) overnight courier service or certified or registered mail, in each case return receipt requested, (iii) facsimile or (iv) electronic mail, to the following addresses:

if to the Consultant, to:

Asset Servicing Group, LLC 521 West Wilshire Suite 140 Oklahoma City, Oklahoma 73116 Attn: Moritz Roever

Telephone: (405) 753-9100 Facsimile No.: (405) 753-9397 Email: mroever@asgllc.us

or to such other persons or at such other addresses as the Consultant may have furnished to Receiver in writing; and

if to the Receiver, to:

James A. Lodoen
Spencer Fane LLP
100 S. 5th Street
Suite 2500
Minneapolis, MN 55402-1234
Telephone: (612) 268-7039)
Facsimile No.: (612) 268-7001
Email: ilodoen@spencerfane.com

or to such other persons or at such other addresses as Receiver may have furnished to the Consultant in writing.

Any such notice or other communication shall be deemed to have been given, delivered or made as of the date received; <u>provided however</u>, any notice of breach, service of process, notice of an indemnification claim or other similar communication shall not be deemed to have been given, delivered or made until the date such notice, service of process or other communication is received by a means of delivery described in clause (i) or (ii) of the first sentence of this <u>Section</u> 14.

- 12. Entire Agreement. This Agreement contains all of the understandings and agreements of the parties hereto with respect to the subject matter discussed herein. All prior agreements, whether written or oral, have been merged herein and shall be of no force or effect.
- 13. Governing Law; Venue. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties shall be governed, construed, and interpreted in accordance with the laws of the State of Oklahoma without regard to the conflict of laws provisions thereof. The state or federal courts of the State of Oklahoma shall be the sole venue for any dispute arising under the terms of this Agreement.
- 14. <u>Successors and Assigns; No Third-Party Beneficiaries</u>. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns;

however, neither party hereto may assign any of its rights, or delegate any of its obligations, under this Agreement without the prior written consent of the other party hereto (which consent may not be unreasonably withheld, conditioned or delayed), and any such purported assignment or delegation without such consent shall be null and void. Nothing in this Agreement shall confer upon any person, other than a party to this Agreement or a party's permitted successor or permitted assign, any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement.

- 15. <u>Counterparts</u>. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but such counterparts, shall together constitute but one and the same Agreement.
- 16. Severability. The invalidity, illegality or unenforceability of any provision or provisions of this Agreement will not affect or impair any other provision of this Agreement, which will remain in full force and effect, nor will the invalidity, illegality or unenforceability of a portion of any provision of this Agreement affect the balance of such provision. In the event that any one or more of the provisions contained in this Agreement or any portion thereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.
- 17. <u>Headings</u>. The headings preceding the text of the sections and subsections hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect. Receiver and the Consultant agree that any rule of law or any legal decisions that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived.
- 18. <u>Survival</u>. All terms that by their nature should survive the termination or expiration of the agreement shall survive.
- 19. <u>Further Assurances</u>. The parties hereto agree to execute such further and additional documents, instruments and/or writings as may be necessary, proper, required, desirable or convenient for the purpose of fully effectuating the terms and conditions of this Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT:

Asset Servicing Group, LLC an Oklahoma limited liability company

Ву:	A Managarine Laboratoria de la Managarine de	* *#*food -	 	 	
REG	CEIVER:				
Bv:					

EXHIBIT A

For the period from the Effective Date through December 31, 2023, the hourly rate of ASG's employees shall be \$85.00 per hour, except as hereafter designated:

Senior Policy Analysts	\$150.00
Accounting/IT rates	\$175.00
Accounting Director	\$250.00
PS Director	\$250.00
Managing Directors	\$325.00

(such hourly rates are collectively, the "Initial Hourly Rates")

Commencing January 1, 2024, the Initial Hourly Rates for all such employees and other personnel of ASG shall be adjusted based on the cost of living as hereafter described.

CPI Adjustments. The hourly rates shall each be adjusted annually effective on January 1, 2024 and thereafter on each January 1 throughout the Consulting Term and such adjustment shall be determined with reference to the Consumer Price Index, United States, All Urban Consumers, All Items (1967-100) ("CPI"), as published by the United States Department of Labor, Bureau of Labor Statistics (the "Index"). The hourly rates, as adjusted by the CPI from time to time are the "Hourly Rates". In determining each annual January 1 CPI adjustment, the "Beginning Index" shall be the Index published as of November 2023 and the "Adjustment Index" shall be the Index published as of November, for each succeeding year during the Consulting Term of the Agreement. The Hourly Rates for each twelve (12) month period commencing with each January 1 adjustment date shall equal the product of (i) such initial rates; times (ii) a fraction, the numerator of which is the Adjustment Index published in the November immediately preceding each January 1 adjustment date and the denominator of which is the Beginning Index. In no case, however, should the Hourly Rates determined on any adjustment date be less than the applicable rate or fee determined with respect to any prior adjustment date. If the Index is hereafter revised or discontinued, the parties hereto shall agree on a similar index to be used thereafter.

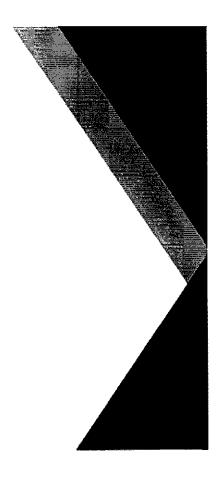


Providing State of the Art Life Settlement Portfolio Servicing & Life Asset Management Solutions for decades





About Us



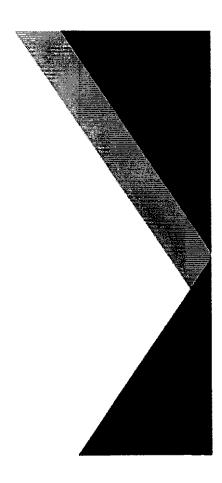
About Us

- ➤ Asset Servicing Group, LLC (ASG) was founded in 2002 and built on this simple idea and belief: An idea that bringing dedicated administration professionals together would create a solid and viable company and a belief that emphasizing hard work and strong service would build trusted relationships and promote growth
- > The ASG team has since enjoyed decades of success as a third-party administrator forming trusted relationships with court appointed fiduciaries, financial institutions and investors all around the globe
- ➤ Its professionals' unparalleled experience stems from servicing thousands of policies with over \$7.6 billion in death benefit, communicating with, and tracking thousands of insureds and managing thousands of investor relationships

About Us (Cont.)

- ➤ ASG offers the full range of life settlement portfolio servicing, sophisticated asset management solutions as well as through its network of trusted partners the entire infrastructure needed for our clients to manage their life assets exposure in a most efficient, effective and professional manner on our platform
- > ASG is a proud member of LISA and ELSA the two prominent trade organizations in the US and Europe
- > ASG is headquartered in Oklahoma City, OK, and maintains a representative office in Munich, Germany, in order to better serve our European clients

Policy Administration Services



Policy Administration Services

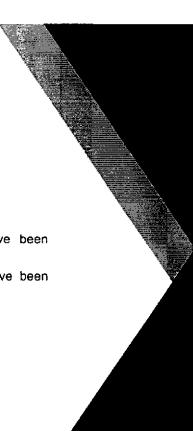
- > Client and portfolio onboarding services
 - Extensive onboarding process of life settlement portfolios assessing clients' servicing requirements and setting the basis for a successful relationship
 - Policy data and documentation received from client
 - ❖ Policy data, including premium streams, imported into LifeCheck™
- > Client communication
 - Assigned client point of contact
 - ✓ Direct communication (via phone and secure ticket system)
- ➤ Client portal OpenLifeTM
 - ✓ Access to LifeCheckTM to view policy data, policy servicing and insured tracking activities
- > General policy administration
 - ✓ Carrier communication
 - ✓ Annual policy refresh (illustrations, annual statements, VOCs)

Policy Administration Services (Cont.)

- > Premium payment administration
 - ✓ Premium payment management
 - ✓ Monthly premiums due report
 - ✓ Premium payment confirmation services
- > Insured tracking and administration
 - ✓ Weekly and monthly searches of multiple sources and databases to track insured mortality
 - ✓ Communication with insureds to update contact information, HIPAA compliant medical releases, etc.
- > Data and Document Management
 - ✓ Database maintenance of material information (maturity dates, conversion expiry dates, etc.)
 - ✓ Policy and insured documentation stored and maintained electronically in ASG's policy management database, LifeCheckTM
- > Scheduled and Standard Reports
 - ✓ Weekly and monthly searches of multiple sources and databases to track insured mortality.
 - ✓ Premium payment report, insured tracking report, maturity tracking report, etc.

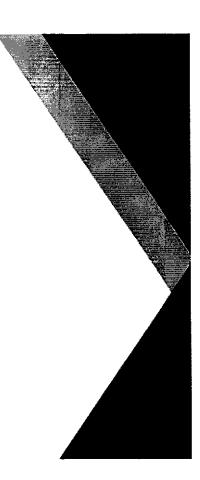
Policy Administration Services (Cont.)

- > Group policy specific services
 - ✓ Employment verifications
 - ✓ Insurance verifications
 - ✓ Disability premium waiver administration
 - ✓ Premium reimbursement administration
- > Specialized / enhanced services
 - ✓ Enhanced insured investigative services after standard insured services have been exhausted
 - ✓ State insurance department complaints after all efforts to work with carrier have been exhausted
 - ✓ Policy conversion administration

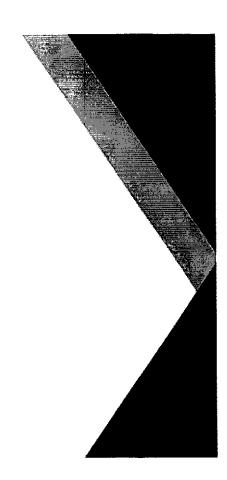


Policy Administration Services (Cont.)

- > Contingent Services
 - ✓ Ownership and beneficiary change form administration
 - ✓ Detailed policy review
 - Due diligence checklist (standard or customized)
 - · Identification and verification of policy particulars
 - ✓ Non-routine policy information requests (in addition to annual policy refresh)
 - ✓ Updated medical records requests
 - ✓ Life expectancy report requests
 - ✓ Pharmaceutical report requests
 - ✓ Death claims management and policy closing statement



Asset Management Services



Asset Management Services

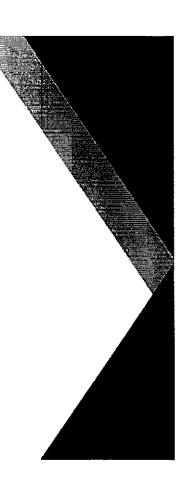
- > Due diligence and forensic / auditing services
 - ✓ Detailed policy review and analysis
 - Holistic legal analysis & auditing of policy files (legal review of policy contract for less clear options to enhance value) with respect to fraud, title, insurable interest and other red flags
 - Litigation risk analysis report and accompanying recommendations
- > Premium optimization
 - ✓ Short-term premium optimization
 - ✓ Long-term premium optimization
 - ✓ Advanced premium optimization (including manual calculation of NLG, shadow accounts, etc.)

Asset Management Services (Cont.)

- > Policy and portfolio valuation services
 - ✓ Policy and portfolio valuation based on market standard software
 - ✓ Fairness opinions and pricing reconciliation
 - ✓ Stochastic portfolio analysis
 - ✓ True cost stream analysis with respect to policies and portfolios, including premium streams, servicing fees, litigation risk reserve, typical business reserve, etc.
 - ✓ Value enhancing policy and portfolio recommendations in conjunction with forensic / audit services
 - ✓ Group policy tracking and re-underwriting recommendations in conjunction with forensic / audit services

Asset Management Services (Cont.)

- > Policy purchase services
 - ✓ Detailed policy review and verification (based on customized, client specific checklist)
 - ✓ Policy VOC calls with carriers
 - ✓ Pricing and premium stream reconciliation
 - ✓ Ownership and beneficiary change forms administration
- > Policy disposition services
 - ✓ Policy file package preparation
 - ✓ Policy data and pricing tape preparation



Trusted Partner Network Services







Life Settlement Trading Platform

Securities Intermediary & Custodial Services

Escrow Services

Contact Us







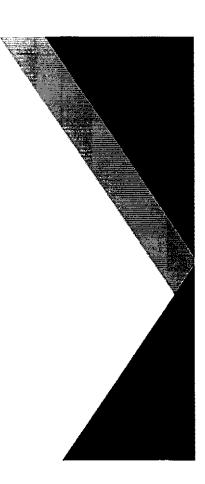
Headquarters Oklahoma City

521 W. Wilshire Blvd. Suite 140 Oklahoma City, OK 73116 +1 (405) 753-9100 info@asgllc.com



Representative Office Germany

Pilotystrasse 10 80538 Munich, Germany +49 89 41 11 845 10



IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA

Oklahoma Department of Securities ex rel. Melanie Hall, Administrator,))
Plaintiff,)
v.)
Premier Global Corporation et al.,) Case No. CJ-2022-5066 Judge Don Andrews
Defendants.)))

DECLARATION OF MORITZ ROEVER IN SUPPORT OF RECEIVER'S APPLICATION TO EMPLOY MORITZ ROEVER AS CONSULTANT

In support of this Declaration, Moritz Roever states:

- I am a consultant with Asset Servicing Group, LLC, based in Oklahoma City,
 Oklahoma.
- 2. I submit this Declaration in connection with the application of the Receiver for an order approving the Receiver's retention of me as a consultant in the above-captioned case. Unless otherwise stated in this Declaration, I have personal knowledge of the facts hereinafter set forth.
- 3. To the extent that any information disclosed herein requires amendment or modification due to Asset Servicing Group, LLC's completion of further analysis or additional creditor information becoming available, a supplemental declaration will be submitted to the Court.
- 4. Neither I nor Asset Servicing Group, LLC, insofar as I have been able to ascertain, is a party to this action, or is a parent, grandparent, grandchild, sibling, director, officer, agent,



attorney, employee, secured or unsecured creditor or lienor of any other party in interest in this case, or their respective attorneys and/or other brokers, except as disclosed herein.

- To the best of my knowledge, information, and belief, neither I nor Asset Servicing
 Group, LLC holds or represents any interest adverse to the receivership estate and are both disinterested.
- 6. In addition, except as otherwise described herein, to the best of my knowledge, information, and belief, neither I nor Asset Servicing Group, LLC have material connections with the Receiver or any party in interest or their respective attorneys.
- 7. Based upon the information available to me, neither I nor Asset Servicing Group, LLC holds an interest adverse to the Receiver or the estate as to the matters for which it is to be employed. Accordingly, I believe that I am a "disinterested person."
- 8. I have participated in preparing and have reviewed the Application which is supported by this Declaration, and I verify the statements made in that Application are correct to the best of my knowledge, information and belief.

I certify under penalty of perjury that the foregoing is true and correct, executed on this 21st day of June, 2023

Luke Reversely August 1.

Moritz Roever